

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entegris, Inc.		01/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Celerity, Inc.		
Street Address:	200-C Parker Drive		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78729		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1003925	TYLAN	
Registration Number:	2400856	INTELLIFLOW	
Registration Number:	2410756	SOLIDSENSE	
Registration Number:	2735700	XACTORR	
Registration Number:	1355096	ADAPTORR	
Registration Number:	2968815	INTELLIGENT GAS PANEL	
CORRESPONDENCE DATA			
Fax Number:	(617)395-7070		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-395-7000		
Email:	lewtrademarks@LL-A.com		
Correspondent Name:	Lisa E. Winsor		
Address Line 1:	One Main Street		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
ATTORNEY DOCKET NUMBER:	C2044-2010/2000/2001/2011		

TRADEMARK

900062820

REEL: 003429 FRAME: 0516

CH \$165.00 1003925

NAME OF SUBMITTER:	Lisa E. Winsor
Signature:	/lisa e. winsor/
Date:	11/16/2006
<b>Total Attachments: 9</b> source=ENTEGRISTOCELERITY, US TRADEMARKS#page1.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page2.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page3.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page4.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page5.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page6.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page7.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page8.tif source=ENTEGRISTOCELERITY, US TRADEMARKS#page9.tif	

***EXECUTION COPY***

**ASSET PURCHASE AGREEMENT**

**Dated as of January 6, 2006**

Between

ENTEGRIS, INC.

and

CELERITY, INC.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into on January 6, 2006 (the "Effective Date"), by and between Celerity, Inc., a Delaware corporation (the "Buyer"), and Entegris, Inc., a Delaware corporation ("Entegris" and together with the subsidiaries of Entegris that hold Acquired Assets, the "Seller"). Buyer and Seller are collectively referred to herein as the "Parties."

This Agreement contemplates a transaction in which Buyer will purchase certain of the assets of the Seller associated with the Business (as defined below) in consideration of the assumption of certain of the liabilities associated with the Business and the payment of the Purchase Price.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions.

"Acquired Intellectual Property" has the meaning set forth in §3.9(d).


“Intellectual Property” means any and all worldwide industrial and intellectual property rights and all rights associated therewith, including any and all such rights associated with (i) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all industrial designs and any registrations and applications therefore, (ii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all mask works, all computer software, including all source code, object code, firmware, development tools, files, records and data, all schematics, simulation tools and reports, hardware development tools, and all rights in prototypes and other devices, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, (iii) all Trademarks, (iv) domain names and uniform resource locators, (v) all proprietary information, (vi) any Contractual Obligations granting rights related to the foregoing used in the production of or existing in the Products, and (vii) any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

3.9. Intellectual Property.

(d) The Intellectual Property related to the Business to be transferred by Seller to Buyer pursuant to the terms of this Agreement (the "Acquired Intellectual Property") is set forth on Schedule 3.9(d).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ENTEGRIS, INC.

By:   
Name: Gregory B. Graves  
Title: Senior Vice President

CELERITY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Asset Purchase Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ENTEGRIS, INC.

By: \_\_\_\_\_  
Name:  
Title:

CELERITY, INC.

By: *John R. Ferzon*  
Name: JOHN R. FERZON  
Title: CFO



## **DISCLOSURE SCHEDULES**

### **Asset Purchase Agreement**

**Dated as of January 6, 2006**

**Between**

**Entegris, Inc.**

**and**

**Celerity, Inc.**

Following are the Disclosure Schedules to the Asset Purchase Agreement (the "Agreement") entered into on January 6, 2006, by and between Celerity, Inc., a Delaware corporation (the "Buyer"), and Entegris, Inc., a Delaware corporation ("Entegris" and together with the subsidiaries of Entegris that hold Acquired Assets, the "Seller"). The inclusion of any information in any Schedule will not be deemed an admission or acknowledgment, in and of itself and solely by virtue of the inclusion of such information in the Schedule, that such information is required to be listed in the Schedule or that such items are material to the Business. Capitalized terms used herein shall, unless otherwise specified, have the meanings assigned to them in the Agreement. The headings, if any, of the individual Schedules are inserted for convenience only and will not be deemed to constitute a part thereof or a part of the Agreement. The Schedules are arranged in sections corresponding to those contained in sections of the Agreement merely for convenience, and the disclosure of an item in one Schedule as an exception to a particular covenant, representation or warranty will be deemed adequately disclosed as an exception with respect to all other Schedules to the extent that the relevance of such item to such other Schedules is reasonably apparent on the face of such item, notwithstanding the presence or absence of an appropriate cross-reference thereto.

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SCHEDULE 3.9(d)  
Acquired Intellectual Property

Trademarks and Registered Copyrights  
to be Licensed in the Gas Delivery Field

**Registered Trademarks to be Assigned**  
**Application Type**

**Serial Number Registration**  
**Number**      **Registration Date**

**Tylan and Design**

US -- Trademark Renewal

72463219

1003925

2/4/1975

**IntelliFlow**

US -- Trademark Renewal

75/620597

2400856

10/31/2000

**SolidSense**

US -- Trademark Renewal

75/896122

2410756

12/5/2000

**XacTorr**

US -- Trademark 2735700 Renewal

78/119743

7735700

7/8/2003

**AdapTorr**

US -- Trademark Registration

73505479

1355096

8/20/1985

**Intelligent Gas Panel**

US -- Trademark Renewal

74/667970

2968815

7/12/2005